Cal. 148, 154, 131 Pac. 119, 121. Under the theory that the water in the defendant's pipe-line was personalty the plaintiff must have failed in the present action. For a contract indefinite in time by which one party agrees to supply a commodity to another at a fixed price may be terminated by either party on reasonable notice and after a reasonable time. *McCullough-Dalzell etc. Co.* v. *Philadelphia Co.*, 223 Pa. 336, 72 Atl. 633.

WILLS — CONSTRUCTION — FROM WHAT TIME A WILL SPEAKS. — Testator devised to his wife "my house in Urquhart St." Subsequently he bought another house in Urquhart Street, which he owned at the time of his death, and sold the first. A statute provides that "every will shall be construed with reference to the real estate comprised in it to speak and take effect as if it had been executed immediately before the death of the testator, unless a contrary intention shall appear by the will." VICTORIA WILLS ACT, 1915, § 22. *Held*, that the testator's wife take the second house. *Watson* v. *Smith*, [1916] Vict. L. R. 540.

The statute is practically identical with § 24 of the English Wills Act and statutes in most of the United States. 1 VICT. c. 26, § 24. See 1 JARMAN, WILLS, 5 Am. ed., 602, n. 4. Its effect is to abolish the common law rule that after-acquired real estate could not be devised. It also raises a strong presumption that the will speaks from the date of the testator's death, but does not change the ultimate question, what was the testator's intention, as expressed by the will, which must of course be his intention at the time he made the will. The exact problem of the principal case has never before arisen, and there has been some difference among text-writers as to what should be its solution. See THEOBALD, WILLS, 7 ed., 130; 1 JARMAN, WILLS, 5 Am. ed., 608. The cases bearing on the point fall into two general groups. If the subject of the devise is such that the testator may well have intended to include any future additions or substitutions, it will be construed as speaking from the date of the testator's death. *Goodlad* v. *Burnett*, 1 K. & J. 341 ("my New 3% Annuities"); *Richmond* v. *Vanhook*, 3 Ired. Eq. (N. C.) 581 ("my chest and all that is in it"). See also *In re Slater*, [1907] 1 Ch. 665, 670. On the other hand, if the subject of the devise is such that the testator must have intended to include only the particular things falling within his description at the time the will was made, then it will be construed as speaking from the time of its execution. *Georgetti* v. *Georgetti*, 18 N. Z. L. R. 849 ("my dwelling house"); *In re Evans*, [1909] 1 Ch. 784 ("my house known as Cross Villa"); *In re Gibson*, 2 Eq. 669 ("my 1000 shares of stock" in the X. Co.); *Amshutz* v. *Miller*, 81 Pa. 212 (a devise to A. for life and after his death to "his widow"). *Cf. Webb* v. *Byng*, 1 K. & J. 580; *Williams* v. *Owen*, 9 L. T. (N. S.) 200; *Pattison* v. *Pattison*, 1 My. & K. 12. But *cf. Castle* v. *Fox*, 11 Eq. 542. In the principal case, the words "my house on Urquhart St." indicate a single, specific thing, and cannot contemplate any future additions or substitutions. It is submitted, therefore, that it falls within that class of cases in which the will should be construed as speaking from the time it was executed.

WILLS — LEGACIES AND DEVISES — DEDUCTION OF EXTINGUISHED NOTE FROM LEGACY UNDER SET-OFF CLAUSE. — A testator made a bequest to his son, from which were to be deducted all notes of the son owned by or held in trust for the testator at the time of his decease. The will next stated that he had already paid to the son certain large sums "which are not included in the indebtedness aforesaid." In a suit by the son for the legacy, the executors introduced a note equal in amount to the legacy. The son offered to prove that prior to the testator's death the note had been extinguished by merger of the mortgage given to secure it with the equity of redemption, and that the payment in return for which such note was given was the only large payment